

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

“IN ADMIRALTY”

KING OCEAN SERVICES, LTD.,

Plaintiff,

v.

CASE NO.:

D.A.D. CARIBBEAN SHIPPING, INC.,

Defendant.

_____ /

COMPLAINT

Plaintiff, KING OCEAN SERVICES, LTD. (hereinafter “KING OCEAN”), by and through its undersigned counsel files herewith this Complaint against Defendant, D.A.D. CARIBBEAN SHIPPING, INC. (hereinafter “D.A.D.”) and for cause of action *in personam* states as follows:

JURISDICTION

1. This Court has subject matter jurisdiction in accordance with 28 U.S.C. §1333(1). Plaintiff is seeking to enforce rights contained in maritime contracts, making this an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

VENUE

2. Venue in this district is proper. A substantial part of the events giving rise to the claims asserted by Plaintiff occurred within the territorial limits of the United States District Court for the Southern District of Florida, namely Port Everglades, Florida.

THE PARTIES

3. Plaintiff KING OCEAN SERVICES, LTD. is a Vessel Operating Common Carrier (VOCC) that provides maritime services and cargo transportation between ports in the State of Florida and various ports of origin or discharge throughout Central and South America, as well as the Caribbean Basin.

4. Upon information and belief, Defendant D.A.D. CARIBBEAN SHIPPING, INC. is a licensed and bonded Non-Vessel Operating Common Carrier (NVOCC) with a principal place of business in Brooklyn, New York.

GENERAL ALLEGATIONS

5. From April 2022 through and including January 2023, at the request and direction of D.A.D., KING OCEAN transported goods aboard ocean vessels from Port Everglades, Florida to various international ports of discharge located in Barbados, Grenada, the British Virgin Islands St. Lucia and Spain.

6. The ocean freight and related charges invoiced by KING OCEAN for the shipments described in Paragraph 5 are itemized on the account statement attached as Exhibit "A". As a result of D.A.D.'s failure to pay the freight charges earned by KING OCEAN, the cargo transported pursuant to multiple bills of lading is currently being held at destination.

7. D.A.D. is identified as the shipper on each and every bill of lading listed on the account statement attached as Exhibit "A".

8. In October 2022 through and including January 2023, D.A.D. delivered additional cargo to KING OCEAN and requested for said goods to be transported to various international destinations. Due to D.A.D.'s failure to pay the freight charges associated with prior shipments,

the aforementioned goods are currently being held in KING OCEAN's Miami warehouse until the freight charges are paid in full.

9. Bill of Lading No. PEVGRE15045 is attached as Exhibit "B". Said bill of lading contains the following provision, "TERMS OF BILL OF LADING CONTINUED ON BACK HEREOF." The aforementioned clause is printed on every ocean bill of lading issued by KING OCEAN.

10. The Terms & Conditions that apply to ocean bills of lading issued by KING OCEAN are attached as Exhibit "C".

11. Paragraph 1 of the Terms & Conditions attached as Exhibit "C" defines "Merchant" as "...the shipper, holder of this bill of lading, consignee, receiver of the Goods and any person owning or entitled to the possession of the Goods or of this bill of lading." [Emphasis supplied].

12. As the named shipper of all shipments at issue in this proceeding, D.A.D. is included within the definition of "Merchant" as defined by Paragraph 1 of the Terms and Conditions attached as Exhibit "C".

13. Despite repeated demands for payment of the transportation charges itemized on the statement attached as Exhibit "A", as well as the freight charges associated with the goods currently warehoused by KING OCEAN, D.A.D. has failed and refused to compensate Plaintiff for \$22,382.29 in ocean freight and related charges.

14. Paragraph 15 of the Terms and Conditions attached as Exhibit "C" states in part,

Full freight to destination and other monies due hereunder, shall be considered completely earned on receipt of the Goods by Carrier, even though the Vessel or Goods are damaged or lost or the voyage is frustrated or abandoned, or whether freight is to be prepaid or collected at destination.

All sums to be payable to Carrier are due when incurred and shall be paid without offset or deduction, in full, in United States

currency, or, at Carrier's option, in its equivalent in the currency of the port of loading or the port of discharge, or as specified in applicable tariffs.

Merchant shall be jointly and severally liable to Carrier for the performance of the obligations hereunder, including payment of all freight, demurrage, General Average and other charges, including but not limited to court costs, expenses and reasonable attorney's fees incurred in collecting sums due Carrier. [Emphasis supplied].

15. As a result of Defendant's failure to pay the ocean freight and related charges earned by KING OCEAN, D.A.D. is liable for the reasonable attorney's fees incurred in this action.

COUNT I-BREACH OF CONTRACT
(Ocean Bills of Lading)

16. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 15 as if fully set forth herein.

17. From April 2022 through and including January 2023, valid contracts were formed when KING OCEAN agreed to transport goods in exchange for the ocean freight and related charges to be paid by D.A.D.

18. KING OCEAN performed its contractual obligations, as well as all conditions precedent necessary to bring this action, by transporting cargo for D.A.D. from the port of origin to the port of discharge and warehousing goods for Defendant.

19. D.A.D. committed a material breach of Paragraph 15 of the bill of lading contract attached as Exhibit "C" by failing to compensate KING OCEAN for the ocean freight and related charges earned by the carrier. Said ocean freight and related charges are itemized on the account statement attached as Exhibit "A" and an additional \$3,848.00 for the goods currently warehoused in Miami.

20. KING OCEAN has suffered damages in the amount of \$22,382.29. Said damages are made up of the \$18,534.29 in ocean freight and related charges itemized on the account

statement attached as Exhibit "A" and \$3,848.00 in freight charges for the cargo held in Plaintiff's Miami warehouse.

WHEREFORE Plaintiff, KING OCEAN SERVICES, LTD., respectfully requests for this Honorable Court to enter judgment against Defendant D.A.D. CARIBBEAN SHIPPING, INC. for damages in the amount of \$22,382.29, attorneys fees in accordance with Paragraph 15 of the Bill of Lading Terms & Conditions, interest, taxable costs and disbursements of this action and any other and further relief as may be proper under the circumstances.

Dated: March 28, 2023

Respectfully submitted,

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